

1 BILL NO. S-83-08-55

2 SPECIAL ORDINANCE NO. S-184-83

3 AN ORDINANCE approving a Contract
4 by the City of Fort Wayne by and
5 through its Board of Public Works
6 and T & G Excavating, Inc., for
7 Res. #389-83, Phase I, Camp Allen
8 Drive Repair, DSR-047086.

9 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL
10 OF THE CITY OF FORT WAYNE, INDIANA:

11 SECTION 1. The annexed Contract, made a part hereof,
12 by the City of Fort Wayne by and through its Board of Public
13 Works and T & G Excavating, Inc., for Res. #389-83, Phase I,
14 Camp Allen Drive Repair, DSR-047086, is hereby ratified, and
15 affirmed and approved in all respects. The work under said Con-
16 tract requires:

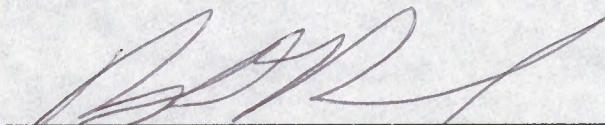
17 Res. #389-83, Phase I - Camp Allen Drive
18 Repair, Damage Survey Report #047086 is
19 for sewer 12" in diameter located on
20 Camp Allen Drive between Elm Street &
21 Cherry Street and the West bank of St.
22 Mary's River. This is a Federal Emergency
23 Management Agency Project;

24 the Contract price is Sixteen Thousand Nine Hundred Twenty-One
25 and 50/100 Dollars (\$16,921.50).

26 SECTION 2. Prior Approval was received from Council
27 with respect to this Contract on August 2, 1983. Two (2) copies
28 of the Contract attached hereto are on file with the City Clerk,
29 and are available for public inspection.

30 SECTION 3. That this Ordinance shall be in full force
31 and effect from and after its passage and any and all necessary
32 approval by the Mayor.

33 APPROVED AS TO FORM
34 AND LEGALITY

35 
36 Bruce O. Boxberger, City Attorney

37 
38 Councilmember

Read the first time in full and on motion by Scruggs,
seconded by Ken Martin, and duly adopted, read the second time
by title and referred to the Committee City Politics (and the City
Plan Commission for recommendation) and Public Hearing to be held after
due legal notice, at the Council Chambers, City-County Building, Fort Wayne,
Indiana, on _____, the _____ day of
_____, 19____, at _____ o'clock _____.M., E.S.T.

DATE: 8-23-83

Sandra E. Kennedy
CITY CLERK

Read the third time in full and on motion by Scruggs,
seconded by Bradbury, and duly adopted, placed on its
passage. PASSED (~~LOST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	_____	_____	_____	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GiaQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHOMBURG</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCRUGGS</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 9-13-83.

Sandra E. Kennedy
- CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne,
Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL)
(APPROPRIATION) ORDINANCE (RESOLUTION) NO. J-184-83.
on the 13th day of Sept., 1983.

ATTEST:

(SEAL)

Sandra E. Kennedy

Ray A. E. E. E.
PRESIDING OFFICER

CITY CLERK

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on
the 14th day of Sept., 1983, at the hour of
11:30 o'clock PM.M., E.S.T.

Sandra E. Kennedy
CITY CLERK

Approved and signed by me this 23rd day of Sept.
1983, at the hour of 2 o'clock P.M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR. - MAYOR

8-10-83

CONTRACT NO. 389-1983
PHASE I

THIS CONTRACT made and entered into in triplicate this 10th day of August, 1983, by and between T AND G EXCAVATING INC., herein called CONTRACTOR, and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor, and the Board of Public Works herein called OWNER,

WITNESSETH that the Contractor and the Owner for the considerations hereinafter named, agrees as follows:

ARTICLE 1. SCOPE OF WORK

Contractor shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the installation of the following:

PHASE I - CAMP ALLEN DRIVE, REPAIR, DSR-047086

Said sewer is 12" in diameter with all appurtenances to be repaired in accordance with the plans, profiles, special provisions and specifications now on file in the Office of the Board of Public Works of said City.

All work done in the making of the aforementioned public improvement shall be in accordance with the terms and conditions of the Resolution aforementioned and the plans, profiles, special provisions and specifications now on file in the Office of the Board of Public Works.

The total cost of said Combination Sewer Improvement shall be paid by funds from the Sewer Utility Fund of City Utilities of the City of Fort Wayne, and Federal Disaster Aid Funds,

all according to Fort Wayne Pollution Control Engineering Department Drawing No. SY-11108, Sheets 1-4 and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2. THE CONTRACT SUM

The Owner shall pay Contractor for the performance of the contract the unit price sum of \$16,921.50. In event the amount of work is increased or decreased by Owner, the contract sum shall be increased or decreased according to the unit price schedule set forth in the Contractor's Proposal as follows:

12" RCP Class IV	Forty-nine dollars and 40/100	49.40
Special Backfill #73	Twelve dollars and 11/100	12.11
6" Tap Connections	Two hundred eighty-five dollars and 00/100	285.00
Std. MH Type I-A	One thousand seven hundred eighty dollars and 00/100	1,780.00
14" Deep Strength Asphalt	Thirty-two dollars and 67/100	32.67
16" Curb Type III	Nine dollars and 70/100	9.70
Sewer Cleaning	One dollar and 45/100	1.45

ARTICLE 3. PROGRESS PAYMENTS

The Owner shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by Owner upon submission of a statement of quantities of work completed and/or materials supplied to the job site as of the end of each month. On or about the 15th day of the following month, ninety (90%) percent of the value of the work performed up to the first day of that month (based on the contract price of labor and materials incorporated in the work) and as estimated by the Contractor and approved or revised by the Engineering Department of the Owner, less the aggregate of previous payments, will be paid by Owner to the Contractor.

ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the Contractor that the work is ready for final inspection and acceptance, the Board of Public Works will direct the Engineering Department of the Owner to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted thereupon, and the entire balance of the Contract sum shall be due and payable to the Contractor; provided only that Contractor shall first furnish Owner, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid.

ARTICLE 5. WORKMEN'S COMPENSATION ACT

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Statutes of State of Indiana and Ordinances of City of Fort Wayne.

Any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation acts of the State of Indiana, now or hereafter in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

ARTICLE 6. NONDISCRIMINATION OF LABOR

The Contractor further agrees to be bounded by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978.

ARTICLE 7. PREVAILING WAGE SCALE

The Contractor agrees to pay and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Statutes of Indiana and Ordinances of City of Fort Wayne.

ARTICLE 8. COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

- A. Advertisement for Bids, for Contract No. 389-1983.
- B. Instructions to Bidders for Contract No. 389-1983.
- C. Contractor's Proposal Dated July 13, 1983.
- D. Fort Wayne Water Pollution Control Engineering Department Construction Drawing No. SY-11108.
- E. General Specifications and Conditions, detailed specifications, construction standards for the installation of storm and sanitary sewers adopted July 23, 1980 and addendums thereof of the City of Fort Wayne's Water Pollution Control Engineering Department.
- F. Special Provisions.
- G. Workmen's Compensation Act Statutes of State of Indiana and Ordinances of City of Fort Wayne.
- H. Non Discrimination of labor General Ordinance No. G-34-78 (as amended).
- I. Prevailing wage scale.
- J. Performance Bond.
- K. Labor and Material Payment Bond.
- L. Comprehensive Liability Insurance Coverage.
- M. Application for Cut Permit.
- N. Escrow Agreement (where applicable).
- O. Notice of Award.
- P. Notice to Proceed.
- Q. Change Order.
- R. Notice of Final Acceptance.

ARTICLE 9. GUARANTEE OF WORKMANSHIP

The Contractor shall provide upon request of Board of Works a maintenance bond in full amount of the contract that warrants all materials, labor and equipment furnished and work performed for a period of one (1) year from date of final acceptance in writing by the Owner.

ARTICLE 10. INDEMNITY

Contractor shall furnish to owner, within ten (10) days of the date hereof a certificate from an insurer acceptable to owner showing personal injury and property damage. Insurance inforce issued in connection with the work to be done under this Contract in accordance with said Specifications of the City of Fort Wayne, Division I, Section 7.

ARTICLE 11. ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the Contractor and the Owner under the provisions of this Contract shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Pollution Control Department, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases or the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works.

ARTICLE 12. COMPLETION DATE

The Contractor agrees to complete the work specified in the within contract in 90 consecutive calendar days after having been ordered by the Owner to commence work under this contract.

ARTICLE 13. COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the Owner by the Mayor and Board of Public Works of the City of Fort Wayne, Indiana, shall not be binding upon the Owner unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall become wholly void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

T AND G EXCAVATING INC.

BY: Thomas M. Stockamp
Thomas M. Stockamp, President

BY: HAROLD R. Ginner
HAROLD R. GINNER DEPT, Secretary

CITY OF FORT WAYNE, INDIANA

BY: Win Moses, Jr.
Win Moses, Jr., Mayor

ATTEST:

Helen V. Gochenour
Helen V. Gochenour, Clerk

APPROVED AS TO FORM AND LEGALITY:

R. Snouffer
ASSOCIATE CITY ATTORNEY

BOARD OF PUBLIC WORKS

Stephen A. Bailey
Stephen A. Bailey, Chairman

Betty Collins
Betty Collins, Member

Approved by the Common Council of the City of Fort Wayne on _____ day of _____, 1983.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that

T AND G EXCAVATING INC.

(Name of Contractor)

5544 HUGUENARD ROAD, FORT WAYNE, IN 46818

(Address of Contractor)

a Corporation hereinafter called
(Corporation, Partnership, or Individual)

Principal, and Fidelity and Deposit Company of Maryland,

(Name of Surety)

Baltimore, Maryland

(Address of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held firmly bound unto the City of Fort Wayne, Indiana, an Indiana Municipal Corporation in the penal sum of sixteen thousand nine hundred twenty-one and 50/100 dollars (\$16,921.50) (value of work) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by those present.

The condition of the foregoing obligation is such that:

WHEREAS, the Principal entered into certain contract with the City, dated the 10th day of August, 1983, for construction of:

PHASE I - CAMP ALLEN DRIVE, REPAIR, DSR-047086

all according to Fort Wayne Water Pollution Control Engineering Department Drawing No. SY-11108 Sheets 1-4 and special provisions and according to the City of Fort Wayne's Specifications and Standard Drawings and Addendums, adopted July 23, 1980 and

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alternation, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the City and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in three (3)
(number)

counterparts, each one of which shall be deemed an original, this 10th
day of August, 1983.

ATTEST:

Harold R. Zimmerman
(Principal's Secretary)
ASA

[SEAL]

William M. Noel
(Witness as to Principal)

(Address)

T & G Excavating, Inc.

(Principal)

BY: Thomas M. Stockamp
Thomas M. Stockamp, President

5544 Huguenard Road,
(Address)

Fort Wayne, Indiana 46808

Fidelity and Deposit Company of Maryland
Surety

ATTEST:

Walter H. Lupke, Jr.
(Surety) ~~Secretary~~ Attorney-in-fact
Walter H. Lupke, Jr.

[SEAL]

Lois Harter
Witness as to Surety
Lois Harter

P.O. Box 11309
(Address)

Fort Wayne, Indiana 46857

By Virginia T. Axson
Attorney-in-Fact
Virginia T. Axson

P.O. Box 11309 (Lupke-Rice Associates)
(Address)

Fort Wayne, Indiana 46857

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE, BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by **C. M. PECOT, JR.**, Vice-President, and **C. W. ROBBINS**, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

"The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages, ... and to affix the seal of the Company thereto."

does hereby nominate constitute and appoint **Walter H. Lupke, Jr., Duane E. Lupke, Donald L. Coffey, Edward B. Rice, Walter E. Boose, Virginia T. Axson, Stephen E. Stewart and Barbara J. Hause, all of Fort Wayne, Indiana, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings.....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Walter H. Lupke, Jr., etal, dated, December 22, 1981.

The said Assistant Secretary does hereby certify that the foregoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this8th.....day ofNovember....., A.D. 19..82..



ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

C W Robbins
Assistant Secretary

By *C M Pecot Jr*
Vice-President

STATE OF MARYLAND
CITY OF BALTIMORE

SS:

On this 8th day of November, A.D. 19 82, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by Official Seal, at the City of Baltimore, the day and year first above written.



Carol J. Fader
Notary Public Commission Expires July 1, 1986.

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this..... day of, 19.....

W H Best
Assistant Secretary

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

T AND G EXCAVATING INC.

(Name of Contractor)

5544 HUGUENARD ROAD, FORT WAYNE, IN 46818

(Address of Contractor)

a Corporation, hereinafter called Principal,
(Corporation, Partnership or Individual)

and Fidelity and Deposit Company of Maryland, Baltimore, Maryland
(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, and Indiana Municipal Corporation in the penal sum of Sixteen Thousand Nine Hundred Twenty-one and 50/100 Dollars (\$16,921.50) (value of work) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 10th day of August 1983, for the construction of:

PHASE I - CAMP ALLEN DRIVE, REPAIR, DSR-047086

all according to Fort Wayne Water Pollution Control Engineering Department Drawing No. SY-11108 Sheets 1-4 and special provisions, and according to the City of Fort Wayne's Specifications and Standard Drawings and Addendums, adopted July 23, 1980.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery,

equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed three (3) counterparts, each one of which shall be deemed an original, this 10th day of August, 1983.

ATTEST:

Harold A. Zimmerman
(Principal) Secretary
[SEAL]

William M. Nolin
Witness as to Principal

(Address)

ATTEST:

Walter H. Lupke Jr.
(Surety) ~~Secretary~~ Attorney-in-fact

[SEAL]

Lois Harter
Witness as to Surety
Lois Harter

P.O. Box 11309, Fort Wayne, IN 46853
(Address)

T & G Excavating, Inc.
Principal

By Thomas M. Stockamp [PS]
Thomas M. Stockamp, President
5544 Huguenard Road
(Address)

Fort Wayne, Indiana 46808

Fidelity and Deposit Company of Maryland
Surety

By Virginia T. Axson
Attorney-in-Fact
Virginia T. Axson

Lupke-Rice Associates, P.O. Box 11309
(Address)

P.O. Box 11309, Fort Wayne, Indiana 46853

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed three (3) counterparts, (number) each one of which shall be deemed an original, this 10th day of August, 1983.

ATTEST:

Harold R. Zimmerman
(Principal) Secretary
[SEAL]

T & G Excavating, Inc.
Principal
By Thomas M. Stockamp [PS]
Thomas M. Stockamp, President
5544 Huguenard Road
(Address)
Fort Wayne, Indiana 46808

William M. Noles
Witness as to Principal
(Address)

(Address)

ATTEST: Walter H. Lupke Jr.
(Surety) ~~Secretary~~ Attorney-in-fact

[SEAL]
Lois Harter
Witness as to Surety
Lois Harter

P.O. Box 11309, Fort Wayne, IN 46853
(Address)

Fidelity and Deposit Company of Maryland
Surety
By Virginia T. Axson
Attorney-in-Fact
Virginia T. Axson
Lupke-Rice Associates, P.O. Box 11309
(Address)
P.O. Box 11309, Fort Wayne, Indiana 46853

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

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ATTEST:

Harold A. Zimmerman
(Principal) Secretary
[SEAL]

William M. Nolis
Witness as to Principal

(Address)

ATTEST: Walter H. Lupke Jr.
(Surety) ~~Secretary~~ Attorney-in-fact

[SEAL] Lois Harter
Witness as to Surety
Lois Harter

P.O. Box 11309, Fort Wayne, IN 46853
(Address)

T & G Excavating, Inc.
Principal

By Thomas M. Stockamp [S]
Thomas M. Stockamp, President
5544 Huguenard Road
(Address)

Fort Wayne, Indiana 46808

Fidelity and Deposit Company of Maryland
Surety
By Virginia T. Axson
Attorney-in-Fact
Virginia T. Axson

Lupke-Rice Associates, P.O. Box 11309
(Address)

P.O. Box 11309, Fort Wayne, Indiana 46853

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE, BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR., Vice-President, and C. W. ROBBINS, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

"The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages, ... and to affix the seal of the Company thereto."

does hereby nominate constitute and appoint Walter H. Lupke, Jr., Duane E. Lupke, Donald L. Coffey, Edward B. Rice, Walter E. Boose, Virginia T. Axson, Stephen E. Stewart and Barbara J. Hause, all of Fort Wayne, Indiana, EACH, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings.....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons.
This power of attorney revokes that issued on behalf of Walter H. Lupke, Jr., et al, dated, December 22, 1981.

The said Assistant Secretary does hereby certify that the foregoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 8th day of November, A.D. 1982.



ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

C W Robbins

Assistant Secretary

By

CH Hause

Vice-President

STATE OF MARYLAND
CITY OF BALTIMORE

SS:

On this 8th day of November, A.D. 1982, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by Official Seal, at the City of Baltimore, the day and year first above written.



Carol J. Fadel
Notary Public Commission Expires July 1, 1986.

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this day of, 19.....

W H Best
Assistant Secretary

WAIVER OF RIGHT TO HAVE ESCROW FUNDS DEPOSITED
IN INTEREST BEARING ACCOUNT

THIS AGREEMENT, made this 10th day of August, 1983, by
and between T AND G EXCAVATING INC., Contractor, and City of Fort Wayne, Owner;

WITNESSETH:

WHEREAS, Contractor and Owner have entered into the contract dated
August 10, 1983 for the construction of sewer repair project, Phase I - Camp
Allen Drive; and

WHEREAS, by the terms of said contract, Owner is entitled to retain por-
tions of the payments due and to become due to the Contractor on account of said
work; and

WHEREAS, Contractor has the right to have said funds placed in an interest
bearing escrow account; and

WHEREAS, Contractor desires to waive said right and agrees to accept the
principal only when due of said funds so retained.

NOW, THEREFORE, Contractor on behalf of himself and all of his subcontract-
ors, workmen and materialmen, does hereby waive his right to have retainage
placed in an interest bearing account.

Owner agrees to retain and hold said funds and to pay the same when due
without interest thereon.

T AND G EXCAVATING INC.

Contractor

BY:

Thomas M. Stockamp, Pres.

CITY OF FORT WAYNE

BOARD OF PUBLIC WORKS

BY

BY

BY

Betty R. Collins

NOTICE OF AWARD

TO: T and G Excavating Inc.

5544 Huguenard Road

Fort Wayne, IN 46818

PROJECT Description: Sewer Repair Project - Phase I - Camp Allen Drive,

DSR No. 47086.

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated June 24 and July 1, 1983, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$16,921.50. (Provisions added here).

You are required by the Information for Bidders to execute the Agreement and furnish the required Contractor's Performance Bond and Payment Bond within ten calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said bonds within ten days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your Bid Bond. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this 10th day of August, 1983.

CITY OF FORT WAYNE

Owner

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

BY

TITLE

by T AND G EXCAVATING INC. _____,

this the 10th day

of August 1983

BY

Title

Contract No. 389-1983 (Phase I)

NOTICE TO PROCEED

To: T and G Excavating Inc.
5544 Huguenard Road
Fort Wayne, IN 46818

Date: August 10, 1983
Project: Sewer Repair Project
Phase I - Camp Allen Drive
DSR #47086

You are hereby notified to proceed in accordance with your contract dated Aug. 10, 1983, on the project and you are to complete the project within 60 consecutive calendar days thereafter.

Therefore, the date for the completion of this project is October 10, 1983, 1983.

Owner:
BOARD OF PUBLIC WORKS

Stephen A. Bailey
Stephen A. Bailey, Chairman

Betty R. Collins
Betty R. Collins, Member

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO
PROCEED is hereby acknowledged by

T AND G EXCAVATING INC.,

this the 10th day

of August, 1983

BY

Title

Charles M. Stockamp
Pres.

BILL NO. S-83-08-55

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON City Utilities TO WHOM WAS REFERRED AN
ORDINANCE approving a Contract by the City of Fort Wayne by and
through its Board of Public Works and T & G Excavating, Inc., for
Res. #389-83, Phase I, Camp Allen Drive Repair, DSR-047086

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE DO PASS.

VICTURE L. SCRUGGS, CHAIRMAN

Victure Scruggs

SAMUEL J. TALARICO, VICE CHAIRMAN

Samuel J. Talarico

DONALD J. SCHMIDT

DJ Schmidt

MARK E. GIAQUINTA

Mark E. Giaquinta

PAUL M. BURNS

Concurred in 9-13 Sandra E. Kennedy

TITLE OF ORDINANCE Contract for Res. 389-83, Camp Allen Drive Repair, DSR-047086 ⁶³⁹³DEPARTMENT REQUESTING ORDINANCE Board of Public Works *J-83-08-55*SYNOPSIS OF ORDINANCE Res. 389-Phase I - Camp Allen Drive Repair, Damage Survey Report

#-047086 is for sewer 12" in diameter located on Camp Allen Drive between Elm Street & Cherry Street and the West bank of St. Mary's River. This is a Federal Emergency Management Agency Project. Contractor is T & G Excavating, Inc.

PRIOR APPROVAL RECEIVED 8/2/83

EFFECT OF PASSAGE Improved sewer conditions.

EFFECT OF NON-PASSAGE _____

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$16,921.50.

ASSIGNED TO COMMITTEE _____